



# MIAMI-DADE COUNTY CLERK OF THE COURTS

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**JADER JARQUIN VS EULEN AMERICA, INC**

<b>Local Case Number:</b>	2022-004243-CA-01	<b>Filing Date:</b>	03/06/2022
<b>State Case Number:</b>	132022CA004243000001	<b>Judicial Section:</b>	CA05
<b>Consolidated Case No.:</b>	N/A	<b>Case Type:</b>	Discrimination - Employment or Other
<b>Case Status:</b>	OPEN		

Parties

Total Of Parties: 2 +

Hearing Details

Total Of Hearings: 0 +

Dockets

Total Of Dockets: 8 -

Number	Date	Book/Page	Docket Entry	Event Type	Comments
7	04/19/2022		Service Returned	Event	
6	03/31/2022		Receipt:	Event	RECEIPT#:3090017 AMT PAID:\$10.00 NAME:ANTHONY M GEORGES-PIERRE 44 W FLAGLER ST STE 2200 MIAMI FL 33130-6807 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:EFILINGS TENDER AMT:\$10.00 RECEIPT DATE:03/31/2022 REGISTER#:309 CASHIER:EFILINGUSER
	03/30/2022		20 Day Summons Issued	Service	
5	03/30/2022		ESummons 20 Day Issued	Event	RE: INDEX # 4. Parties: EULEN AMERICA INC
4	03/28/2022		(M) 20 Day (C) Summons (Sub) Received	Event	
3	03/08/2022		Receipt:	Event	RECEIPT#:3040360 AMT PAID:\$401.00 NAME:ANTHONY M GEORGES-PIERRE 44 W FLAGLER ST STE 2200 MIAMI FL 33130-6807 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3100-CIRCUIT FILING FEE 1 \$401.00 \$401.00 TENDER TYPE:EFILINGS TENDER AMT:\$401.00 RECEIPT DATE:03/08/2022 REGISTER#:304 CASHIER:EFILINGUSER
2	03/06/2022		Complaint	Event	



Number	Date	Book/Page	Docket Entry	Event Type	Comments
1	03/06/2022		Civil Cover Sheet - Claim Amount	Event	

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## HARVEY RUVIN

Miami-Dade County  
Clerk of the Courts

73 W. Flagler Street  
Miami, Florida 33130

305-275-1155

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Filing # 145142976 E-Filed 03/06/2022 02:49:38 PM

**FORM 1.997. CIVIL COVER SHEET**

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

---

**I. CASE STYLE**

IN THE CIRCUIT/COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT,  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

JADER JARQUIN

Plaintiff

Case # \_\_\_\_\_

Judge \_\_\_\_\_

vs.

EULEN AMERICA, INC

Defendant

---

**II. AMOUNT OF CLAIM**

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☐ \$8,000 or less  
☐ \$8,001 - \$30,000  
☒ \$30,001- \$50,000  
☐ \$50,001- \$75,000  
☐ \$75,001 - \$100,000  
☐ over \$100,000.00

**III. TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

## **CIRCUIT CIVIL**

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability—commercial
  - ☐ Premises liability—residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
  - ☐ Commercial foreclosure
  - ☐ Homestead residential foreclosure
  - ☐ Non-homestead residential foreclosure
  - ☐ Other real property actions
- ☐ Professional malpractice
  - ☐ Malpractice—business
  - ☐ Malpractice—medical
  - ☐ Malpractice—other professional
- ☒ Other
  - ☐ Antitrust/Trade regulation
  - ☐ Business transactions
  - ☐ Constitutional challenge—statute or ordinance
  - ☐ Constitutional challenge—proposed amendment
  - ☐ Corporate trusts
  - ☒ Discrimination—employment or other
  - ☐ Insurance claims
  - ☐ Intellectual property
  - ☐ Libel/Slander
  - ☐ Shareholder derivative action
  - ☐ Securities litigation
  - ☐ Trade secrets
  - ☐ Trust litigation

## **COUNTY CIVIL**

- ☐ Small Claims up to \$8,000
- ☐ Civil
- ☐ Real property/Mortgage foreclosure

- ☐ Replevins
- ☐ Evictions
  - ☐ Residential Evictions
  - ☐ Non-residential Evictions
- ☐ Other civil (non-monetary)

**COMPLEX BUSINESS COURT**

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

**IV. REMEDIES SOUGHT** (check all that apply):

- ☒ Monetary;
- ☒ Nonmonetary declaratory or injunctive relief;
- ☒ Punitive

**V. NUMBER OF CAUSES OF ACTION:** [ ]  
(Specify)

4

**VI. IS THIS CASE A CLASS ACTION LAWSUIT?**

- ☐ yes
- ☒ no

**VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- ☒ no
- ☐ yes If "yes," list all related cases by name, case number, and court.

N.A

**VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- ☒ yes
- ☐ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Anthony M Georges-Pierre  
Attorney or party

Fla. Bar # 533637  
(Bar # if attorney)

Anthony M Georges-Pierre  
(type or print name)

03/06/2022  
Date

Filing # 145142976 E-Filed 03/06/2022 02:49:38 PM

IN THE CIRCUIT COURT OF THE  
11<sup>TH</sup> JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

JADER JARQUIN,

CASE NO.: \_\_\_\_\_

Plaintiff,

vs.

EULEN AMERICA INC.,  
A Florida Profit Company,

Defendant.

**COMPLAINT**

COMES NOW, The Plaintiff, JADER JARQUIN, ("Plaintiff"), by and through the undersigned counsel, and Pursuant to Rule 1.040, Florida Rules of Civil Procedure, hereby files this Civil Action against the Defendant, EULEN AMERICA INC., (hereinafter "Defendant" or "employer"); Plaintiff states the following in support thereof:

**GENERAL ALLEGATIONS**

1. This is an action for damages in excess of Thirty Thousand Dollars (\$30,000), exclusive of attorney's fees, interest and costs; for Defendant's breach of agreement, *quantum meruit*, unjust enrichment, and unpaid wages pursuant to the Fair Labor Standards Act 29 U.S.C. §§ 201-219 ("FLSA"), to redress injuries resulting from Defendant's unlawful conduct, to obtain relief as an additional equal amount as liquidated damages, obtain declaratory relief, and reasonable attorneys' fees and costs, and therefore, this action is within the jurisdiction of this Court.

2. Plaintiff was and continues to be a resident of Miami-Dade County, Florida; and was an employee of Defendant, performing duties as qualified personnel for the Defendant, within a company operated business facility, located in Miami-Dade County, Florida.
3. Defendant is a Profit Corporation, duly authorized to conduct business in the State of Florida and Orlando, Florida.
4. Venue is proper in Miami-Dade County, Florida, pursuant to Fla. Stat. Section 47.011 and Section 47.051, because all of the actions complained of herein occurred within the jurisdiction of the Eleventh Judicial Circuit, In and for Miami-Dade County, Florida.
5. This Court has jurisdiction over this matter as a general matter over which this Tribunal has jurisdiction.
6. All conditions precedent for the filing of this action before this Court have indeed been previously met, including the exhaustion of all pertinent administrative procedures and remedies.

#### **FACTUAL ALLEGATIONS**

7. Plaintiff started working for Defendant as a Services Planner on or about April of 2019.
8. Plaintiff was paid at a rate of approximately \$18.00 per hour.
9. Beginning in or around April of 2019 Defendant began unfair employment practices that made it extremely difficult for Plaintiff to be paid.
10. Plaintiff complained to his supervisors about the unjust employment practices stating that his wages were not being paid appropriately.
11. Defendant has refused to compensate Plaintiff for his due and owed wages under the FLSA.

12. Throughout Plaintiff's employment, Plaintiff has always performed the essential functions of his job duties and responsibilities in an exemplary fashion and in satisfactory and above satisfactory levels.
13. Plaintiff was later terminated as a result of his claims and requests for his due and owed wages. Defendant owes Plaintiff his minimum wages, and overtime wages to this day.
14. Any reason proffered by Defendant for the adverse employment actions is mere pretext for unlawful discrimination.

#### **COUNT I – BREACH OF CONTRACT**

15. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1-14 of this complaint as if set out in full herein.
16. Defendant breached its agreement with Plaintiff by failing to pay the amount due to Plaintiff for services provided and performed under their agreement, and by not properly paying Plaintiff for all hours worked and bonuses agreed upon in violation of the laws of the United States and the State of Florida.
17. Plaintiff suffered damages as a result of Defendant's breach of said agreement.

**WHEREFORE**, Plaintiff seeks damages from Defendant for breach of agreement, exclusive of pre-judgment interest, costs, and attorneys' fees and any and all other relief that this Honorable Court deems just and proper.

#### **COUNT II- QUANTUM MERUIT**

18. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1-14 of this complaint as if set out in full herein.
19. Plaintiff has conferred a benefit onto Defendant by performing and providing services for Defendant.



20. Defendant has knowledge of the services performed and provided and the benefit provided by Plaintiff.
21. Defendant accepted Plaintiff's services to Defendant.
22. Defendant retains an inequitable benefit from Plaintiff by not properly paying Plaintiff for all hours worked and bonuses agreed upon in violation of the laws of the United States and the State of Florida.
23. Plaintiff seeks damages under *quantum meruit* that are the reasonable value of the services rendered to, provided to, and performed for Defendant.

**WHEREFORE**, Plaintiff seeks a judgment under *quantum meruit* for damages for the reasonable value of the services performed and provided for Defendant, interest and costs, and other damages deemed just by this Honorable Court.

**COUNT III – UNJUST ENRICHMENT**

24. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1-14 of this complaint as if set out in full herein.
25. Plaintiff has conferred a benefit upon Defendant for services performed and provided to Defendant.
26. Defendant has knowledge of the services performed and provided by Plaintiff.
27. Defendant voluntarily accepted the services performed and provided by Plaintiff.
28. Defendant unjustly benefit from the services performed and provided by Plaintiff by not properly paying Plaintiff for all hours worked and bonuses agreed upon in violation of the laws of the United States and the State of Florida.
29. Plaintiff seeks damages for the value of the work performed to Defendant.

**WHEREFORE**, Plaintiff seeks a judgment for unjust enrichment against Defendant, interest and costs, and other damages deemed just by this Honorable Court.

**COUNT IV- FLSA UNPAID WAGES VIOLATION**

30. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1-14 of this complaint as is set out in full herein.
31. This action is brought by Plaintiff to recover from the Defendant unpaid minimum wage, commission, and/or overtime compensation, as well as additional amount as liquidated damages, costs and reasonable attorney's fees under the Fair Labor Standards Act 29 U.S.C. §§ 201-219.
32. At all times pertinent to this Complaint, Defendant had two or more employees who regularly handled goods and/or materials which had been sold and transported from across state lines of other states, and the Defendant obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business, transmits funds outside the State of Florida, and otherwise regularly engages in interstate commerce, particularly with respect to its employees.
33. Upon information and belief, at all times material hereto, Defendant's annual gross revenue exceeded \$500,000 per annum on its own, or as part of a joint enterprise with the other corporate Defendant named herein, or which are as of yet unknown but will be revealed through further discovery. To the extent that Defendant operated as part of a joint enterprise, it did so with corporate entities that performed related activities, under the common control of the individual Defendant, and for common business purposes related to the work performed by Plaintiff for Defendant.

34. By reason of the foregoing, the Defendant is and was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in §§ 3 (r) and 3(s) of the FLSA, 29 U.S.C. § 203(r) and 203(s). Defendant's business activities involve those to which the FLSA applies. The Plaintiff's work for the Defendant likewise affects interstate commerce.
35. Plaintiff seeks to recover for unpaid wages accumulated from the date of hire and/or from three (3) years from the date of the filing of this complaint.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant: Adjudge and decree that Defendant has violated the FLSA, and has done so willfully, intentionally, and with reckless disregard for Plaintiff's rights; Award Plaintiff actual damages in the amount shown to be due for unpaid minimum and/or overtime wages, with interest; and Award Plaintiff an equal amount in double damages/liquidated damages; and Award Plaintiff the costs of this action, together with a reasonable attorney fees; and Grant such additional relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff demands trial by jury of all issues triable as of right by jury.

Dated this 6<sup>th</sup> day of March, 2022

Respectfully submitted,

**REMER & GEORGES-PIERRE, PLLC**  
COURTHOUSE TOWER  
44 West Flagler Street, Suite 2200  
Miami, Florida 33130  
Tel. (305) 416-5000  
E-Mail: [agp@rgpattorneys.com](mailto:agp@rgpattorneys.com)  
[mhorowitz@rgpattorneys.com](mailto:mhorowitz@rgpattorneys.com)  
[Jcosta@rgpattorneys.com](mailto:Jcosta@rgpattorneys.com)

/s/ Jorge L. Costa

Anthony M. Georges-Pierre, Esq.  
Florida Bar Number: 0533637  
Max L. Horowitz, Esq.  
Florida Bar Number: 118269  
Jorge L. Costa, Esq.  
Florida Bar No.: 1031513

Filing # 146509861 E-Filed 03/28/2022 10:51:38 AM

**IN THE CIRCUIT COURT OF THE  
4TH JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA**

**CASE NO.: 2022-004243-CA-01**

JADER JARQUIN,

Plaintiff,

Vs.

EULEN AMERICA, INC,

Defendant.

**SUMMONS IN A CIVIL CASE**

**TO:** EULEN AMERICA, INC,  
Through its Registered Agent:  
CORPORATE CREATIONS NETWORK INC.  
801 US HIGHWAY 1  
NORTH PALM BEACH, FL 33408

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
REMER & GEORGES-PIERRE, PLLC.  
44 WEST FLAGLER STREET  
SUITE 2200  
MIAMI, FL 33130

an answer to the complaint which is herewith served upon you, within **20 days** after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(BY) DEPUTY CLERK

Filing # 146509861 E-Filed 03/28/2022 10:51:38 AM

**IN THE CIRCUIT COURT OF THE  
4TH JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA**

**CASE NO.: 2022-004243-CA-01**

JADER JARQUIN,

Plaintiff,

Vs.

EULEN AMERICA, INC,

Defendant.

**SUMMONS IN A CIVIL CASE**

**TO:** EULEN AMERICA, INC,  
Through its Registered Agent:  
CORPORATE CREATIONS NETWORK INC.  
801 US HIGHWAY 1  
NORTH PALM BEACH, FL 33408

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
REMER & GEORGES-PIERRE, PLLC.  
44 WEST FLAGLER STREET  
SUITE 2200  
MIAMI, FL 33130

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Harvey Ruvin,  
Clerk of Courts

3/30/2022

CLERK

DATE

217043  
*Arion Bethel*  
(BY) DEPUTY CLERK



Filing # 147993446 E-Filed 04/19/2022 09:12:14 PM

**RETURN OF SERVICE**

**State of Florida**

**County of MIAMI DADE**

**Circuit Court**

Case Number: 2022-004243-CA-01

FLORIDA:  
**JASER JARQUIN**



vs.

Defendant:  
**EULEN AMERICA, INC.**

For:  
ANTHONY GEORGES-PIERRE  
REMER & GEORGES-PIERRE PLLC  
44 WEST FLAGLER  
SUITE 2200  
MIAMI, FL 33130

Received by Due Process, LLC on the 29th day of March, 2022 at 11:04 am to be served on **EULEN AMERICA, INC, THROUGH ITS REGISTERED AGENT CORPORATE CREATIONS NETWORK, 801 US HIGHWAY 1, NORTH PALM BEACH, FL 33408.**

I, MARIO CORLETO, do hereby affirm that on the **4th day of April, 2022 at 11:40 am, I:**

served an **AUTHORIZED** entity by delivering a true copy of the **Summons and Complaint** with the date and hour of service endorsed thereon by me, to: **Krystle PARKER** as **RECEPTIONIST** at the address of: **801 US HIGHWAY 1, NORTH PALM BEACH, FL 33408**, who stated they are authorized to accept service for **EULEN AMERICA, INC, THROUGH ITS REGISTERED AGENT**, and informed said person of the contents therein, in compliance with state statutes.

**Additional Information pertaining to this Service:**

4/4/2022 11:43 am Attempted service at 801 US HIGHWAY 1, NORTH PALM BEACH, FL 33408, Krystle Parker as receptionist

**RETURN OF SERVICE For 2022-004243-CA-01**

*I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served. Under the perjury, I declare that I have read the foregoing document and the facts in it are true. NO NOTARY REQUIRED PURSUANT TO F.S.92.525(2)*



---

**MARIO CORLETO**  
CPS # 1055

**Due Process, LLC**  
**PO BOX 612576**  
**MIAMI, FL 33261**  
**(305) 916-0757**

Our Job Serial Number: ROD-2022000154





Eulen America Inc.  
Main Contact  
Eulen America  
7200 Corporate Center Dr., #206  
Miami FL 33126

04/04/2022

## SERVICE OF PROCESS NOTICE

The following is a courtesy summary of the enclosed document(s). **ALL information should be verified by you.**

Item: 2022-19

Note: Any questions regarding the substance of the matter described below, including the status or how to respond, should be directed to the contact set forth in line 12 below or to the court or government agency where the matter is being heard. **IMPORTANT:** All changes or updates to the SOP contact individuals or their contact information must be submitted in writing to [SOPcontact@corpcreations.com](mailto:SOPcontact@corpcreations.com). Any changes will become effective upon written confirmation of Corporate Creations.

1.	<b>Entity Served:</b>	Eulen America Inc.
2.	<b>Title of Action:</b>	Jader Jarquin vs. Eulen America, Inc.
3.	<b>Document(s) Served:</b>	Summons in a Civil Case Complaint
4.	<b>Court/Agency:</b>	Miami-Dade County 4th Judicial Circuit Court
5.	<b>State Served:</b>	Florida
6.	<b>Case Number:</b>	2022-004243-CA-01
7.	<b>Case Type:</b>	Breach of Contract
8.	<b>Method of Service:</b>	Hand Delivered
9.	<b>Date Received:</b>	Monday 04/04/2022
10.	<b>Date to Client:</b>	Monday 04/04/2022
11.	<b># Days When Answer Due:</b> <b>Answer Due Date:</b>	20 Sunday 04/24/2022
		<small><b>C A U T I O N:</b> Client is solely responsible for verifying the accuracy of the estimated Answer Due Date. To avoid missing a crucial deadline, we recommend immediately confirming in writing with opposing counsel that the date of the service in their records matches the Date Received.</small>
12.	<b>Sop Sender:</b> (Name, City, State, and Phone Number)	Anthony M. Georges-Pierre Miami, FL 305-416-5000
13.	<b>Shipped To Client By:</b>	Regular Mail and Email with PDF Link
14.	<b>Tracking Number:</b>	
15.	<b>Handled By:</b>	101
16.	<b>Notes:</b>	None
<small><b>NOTE:</b> This notice and the information above is provided for general informational purposes only and should not be considered a legal opinion. The client and their legal counsel are solely responsible for reviewing the service of process and verifying the accuracy of all information. At Corporate Creations, we take pride in developing systems that effectively manage risk so our clients feel comfortable with the reliability of our service. We always deliver service of process so our clients avoid the risk of a default judgment. As registered agent, our role is to receive and forward service of process. To decrease risk for our clients, it is not our role to determine the merits of whether service of process is valid and effective. It is the role of legal counsel to assess whether service of process is invalid or defective. Registered agent services are provided by Corporate Creations Network Inc.</small>		

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IN THE CIRCUIT COURT OF THE  
4TH JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2022-004243-CA-01

JADER JARQUIN,

Plaintiff,

Vs.

EULEN AMERICA, INC.,

Defendant.

4/4/22  
11:40 am

SUMMONS IN A CIVIL CASE

TO:

EULEN AMERICA, INC.  
Through its Registered Agent:  
CORPORATE CREATIONS NETWORK INC.  
801 US HIGHWAY 1  
NORTH PALM BEACH, FL 33408

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY

ANTHONY M. GEORGES-PIERRE, ESQ.  
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44 WEST FLAGLER STREET  
SUITE 2200  
MIAMI, FL 33130

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Harvey Ruvin,  
Clerk of Courts

3/30/2022

CLERK

DATE

217043  
*Harvey Ruvin*  
(BY) DEPUTY CLERK



Filing # 145142976 E-Filed 03/06/2022 02:49:38 PM

IN THE CIRCUIT COURT OF THE  
11<sup>TH</sup> JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

JADER JARQUIN,

CASE NO.: \_\_\_\_\_

Plaintiff,  
vs.

EULEN AMERICA INC.,  
A Florida Profit Company,

Defendant.  
\_\_\_\_\_

**COMPLAINT**

COMES NOW, The Plaintiff, JADER JARQUIN, ("Plaintiff"), by and through the undersigned counsel, and Pursuant to Rule 1.040, Florida Rules of Civil Procedure, hereby files this Civil Action against the Defendant, EULEN AMERICA INC., (hereinafter "Defendant" or "employer"); Plaintiff states the following in support thereof:

**GENERAL ALLEGATIONS**

1. This is an action for damages in excess of Thirty Thousand Dollars (\$30,000), exclusive of attorney's fees, interest and costs; for Defendant's breach of agreement, *quantum meruit*, unjust enrichment, and unpaid wages pursuant to the Fair Labor Standards Act 29 U.S.C. §§ 201-219 ("FLSA"), to redress injuries resulting from Defendant's unlawful conduct, to obtain relief as an additional equal amount as liquidated damages, obtain declaratory relief, and reasonable attorneys' fees and costs, and therefore, this action is within the jurisdiction of this Court.

2. Plaintiff was and continues to be a resident of Miami-Dade County, Florida; and was an employee of Defendant, performing duties as qualified personnel for the Defendant, within a company operated business facility, located in Miami-Dade County, Florida.
3. Defendant is a Profit Corporation, duly authorized to conduct business in the State of Florida and Orlando, Florida.
4. Venue is proper in Miami-Dade County, Florida, pursuant to Fla. Stat. Section 47.011 and Section 47.051, because all of the actions complained of herein occurred within the jurisdiction of the Eleventh Judicial Circuit, In and for Miami-Dade County, Florida.
5. This Court has jurisdiction over this matter as a general matter over which this Tribunal has jurisdiction.
6. All conditions precedent for the filing of this action before this Court have indeed been previously met, including the exhaustion of all pertinent administrative procedures and remedies.

**FACTUAL ALLEGATIONS**

7. Plaintiff started working for Defendant as a Services Planner on or about April of 2019.
8. Plaintiff was paid at a rate of approximately \$18.00 per hour.
9. Beginning in or around April of 2019 Defendant began unfair employment practices that made it extremely difficult for Plaintiff to be paid.
10. Plaintiff complained to his supervisors about the unjust employment practices stating that his wages were not being paid appropriately.
11. Defendant has refused to compensate Plaintiff for his due and owed wages under the FLSA.

12. Throughout Plaintiff's employment, Plaintiff has always performed the essential functions of his job duties and responsibilities in an exemplary fashion and in satisfactory and above satisfactory levels.
13. Plaintiff was later terminated as a result of his claims and requests for his due and owed wages. Defendant owes Plaintiff his minimum wages, and overtime wages to this day.
14. Any reason proffered by Defendant for the adverse employment actions is mere pretext for unlawful discrimination.

**COUNT I- BREACH OF CONTRACT**

15. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1-14 of this complaint as if set out in full herein.
16. Defendant breached its agreement with Plaintiff by failing to pay the amount due to Plaintiff for services provided and performed under their agreement, and by not properly paying Plaintiff for all hours worked and bonuses agreed upon in violation of the laws of the United States and the State of Florida.
17. Plaintiff suffered damages as a result of Defendant's breach of said agreement.

**WHEREFORE**, Plaintiff seeks damages from Defendant for breach of agreement, exclusive of pre-judgment interest, costs, and attorneys' fees and any and all other relief that this Honorable Court deems just and proper.

**COUNT II- QUANTUM MERUIT**

18. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1-14 of this complaint as if set out in full herein.
19. Plaintiff has conferred a benefit onto Defendant by performing and providing services for Defendant.

20. Defendant has knowledge of the services performed and provided and the benefit provided by Plaintiff.
21. Defendant accepted Plaintiff's services to Defendant.
22. Defendant retains an inequitable benefit from Plaintiff by not properly paying Plaintiff for all hours worked and bonuses agreed upon in violation of the laws of the United States and the State of Florida.
23. Plaintiff seeks damages under *quantum meruit* that are the reasonable value of the services rendered to, provided to, and performed for Defendant.

**WHEREFORE**, Plaintiff seeks a judgment under *quantum meruit* for damages for the reasonable value of the services performed and provided for Defendant, interest and costs, and other damages deemed just by this Honorable Court.

**COUNT III – UNJUST ENRICHMENT**

24. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1-14 of this complaint as if set out in full herein.
25. Plaintiff has conferred a benefit upon Defendant for services performed and provided to Defendant.
26. Defendant has knowledge of the services performed and provided by Plaintiff.
27. Defendant voluntarily accepted the services performed and provided by Plaintiff.
28. Defendant unjustly benefit from the services performed and provided by Plaintiff by not properly paying Plaintiff for all hours worked and bonuses agreed upon in violation of the laws of the United States and the State of Florida.
29. Plaintiff seeks damages for the value of the work performed to Defendant.

**WHEREFORE**, Plaintiff seeks a judgment for unjust enrichment against Defendant, interest and costs, and other damages deemed just by this Honorable Court.

**COUNT IV- FLSA UNPAID WAGES VIOLATION**

30. Plaintiff re-adopts each and every factual allegation as stated in paragraphs 1-14 of this complaint as is set out in full herein.
31. This action is brought by Plaintiff to recover from the Defendant unpaid minimum wage, commission, and/or overtime compensation, as well as additional amount as liquidated damages, costs and reasonable attorney's fees under the Fair Labor Standards Act 29 U.S.C. §§ 201-219.
32. At all times pertinent to this Complaint, Defendant had two or more employees who regularly handled goods and/or materials which had been sold and transported from across state lines of other states, and the Defendant obtains and solicits funds from non-Florida sources, accepts funds from non-Florida sources, uses telephonic transmissions going over state lines to do its business, transmits funds outside the State of Florida, and otherwise regularly engages in interstate commerce, particularly with respect to its employees.
33. Upon information and belief, at all times material hereto, Defendant's annual gross revenue exceeded \$500,000 per annum on its own, or as part of a joint enterprise with the other corporate Defendant named herein, or which are as of yet unknown but will be revealed through further discovery. To the extent that Defendant operated as part of a joint enterprise, it did so with corporate entities that performed related activities, under the common control of the individual Defendant, and for common business purposes related to the work performed by Plaintiff for Defendant.

34. By reason of the foregoing, the Defendant is and was, during all times hereafter mentioned, an enterprise engaged in commerce or in the production of goods for commerce as defined in §§ 3 (r) and 3(s) of the FLSA, 29 U.S.C. § 203(r) and 203(s). Defendant's business activities involve those to which the FLSA applies. The Plaintiff's work for the Defendant likewise affects interstate commerce.

35. Plaintiff seeks to recover for unpaid wages accumulated from the date of hire and/or from three (3) years from the date of the filing of this complaint.

**WHEREFORE**, Plaintiff respectfully prays for the following relief against Defendant: Adjudge and decree that Defendant has violated the FLSA, and has done so willfully, intentionally, and with reckless disregard for Plaintiff's rights; Award Plaintiff actual damages in the amount shown to be due for unpaid minimum and/or overtime wages, with interest; and Award Plaintiff an equal amount in double damages/liquidated damages; and Award Plaintiff the costs of this action, together with a reasonable attorney fees; and Grant such additional relief as the Court deems just and proper.

**JURY DEMAND**

Plaintiff demands trial by jury of all issues triable as of right by jury.

Dated this 6<sup>th</sup> day of March, 2022

Respectfully submitted,

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